

SO ORDERED: August 31, 2009.



A handwritten signature in black ink that reads "Basil H. Lorch III".

Basil H. Lorch III
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF INDIANA
 INDIANAPOLIS DIVISION

In re:

LAUTH INVESTMENT PROPERTIES, LLC, et al.,¹

Debtors.

)
) Chapter 11
)

) Case No. 09-06065-BHL-11
)

) Jointly Administered
)

ORDER AUTHORIZING PAYMENT OF WORK FEE TO POTENTIAL DIP LENDER

Upon the motion (the "Motion")² of the above-captioned debtors (collectively, the "Debtors") for the entry of an order (the "Order") authorizing the Debtors to pay the Work Fee to the Potential Lender; it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §

¹ The Debtors include: Lauth Investment Properties, LLC (09-06065); LIP Development, LLC (09-06066); and LIP Investment, LLC (09-06067).

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

157(b); venue being proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED

1. The Motion is granted as provided herein.

2. The Debtors are authorized to pay the Work Fee to the Potential Lender. The Debtors are authorized to pay \$75,000 to the Potential Lender upon entry of this Order. In the event the Potential Lender's out-of-pocket expenses exceed \$75,000, the Debtors shall be authorized to pay the Potential Lender an additional \$75,000. Upon conclusion of the Potential Lender's diligence efforts or, if the Debtors, in their discretion, terminate discussions with the Potential Lender, any funds remaining after application of the Potential Lender's reasonable, out-of-pocket expenses up to such point shall be returned to the Debtors.

3. The Debtors shall within two business days of receipt provide LIP Holdings, LLC with copies of any debtor-in possession financing term sheets or other documents even if not called a "term sheet" setting forth terms of a proposal to make a loan received from any third party. Furthermore, on a weekly basis the Debtors shall provide a written update to LIP Holdings, LLC regarding which parties the Debtors are in discussions with and the status and subject matter of any such discussions. LIP Holdings, LLC shall treat the information it receives pursuant to this paragraph 3 as subject to the terms of the Protective Order entered by the Court on June 26, 2009 [Docket No. 241]. After notification by the Debtors that the Debtors are in negotiations with a third party, as opposed to having merely sent the "lender deck" to such third party requesting that they consider providing a DIP loan, (an "Identified Third Party"), LIP Holdings, LLC may not initiate any communications with such Identified Third Party about the proposed DIP loan without the prior written consent of the Debtors. The foregoing shall not

limit the ability of LIP Holdings, LLC to take discovery and shall not prevent LIP Holdings, LLC from communicating with any Identified Third Party about any matter other than the proposed DIP loan.

4. Notwithstanding the possible applicability of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

6. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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Submitted by:
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